

POLICE MUTUAL AID AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the City of Norfolk ("City"), a municipal corporation of the Commonwealth of Virginia, and the County of York ("County"), a municipal corporation of the Commonwealth of Virginia.

WHEREAS, Virginia law authorizes local governments to enter into a reciprocal agreements for cooperation in the furnishing of police services;

WHEREAS, the County anticipates that it has the insufficient law enforcement capacity to provide security for a public demonstration scheduled to take place in York County on May 4, 2002;

WHEREAS, these local governments have determined that the provision of police aid across jurisdictional lines will increase their ability to preserve the safety and welfare of these areas;

WHEREAS, it is deemed to be mutually beneficial to the parties hereto to enter into an agreement concerning cooperation with regard to law enforcement; and

WHEREAS, the parties desire that the terms and conditions of this Police Cooperation Agreement be established. NOW, THEREFORE,

WITNESSETH

That for and in consideration of the mutual benefits to be derived from cooperation in the furnishing of police services, the parties hereto covenant and agree as follows:

1. The City will endeavor to provide police support to the County within the capabilities available at the time the request for such support is made and within the terms of this Agreement.

2. Requests for assistance pursuant to the terms and conditions of this Agreement shall be made by the County Administrator to the City Manager

3. The County shall be responsible for designating a radio communications system for use by the Norfolk Police responding to said request.

4. The personnel of the City shall render such assistance under the direction of the Sheriff of the County.

5. Law enforcement support provided pursuant to this Agreement shall include, but not be limited to, the following resources: uniformed officers, canine officers, aerial support when maintained, forensic support, plainclothes officers, special operations personnel and related equipment.

6. Nothing contained in this Agreement should in any manner be construed to compel the City to respond to a request for police support when in the opinion of the Norfolk Chief of Police or his designee, these resources

are needed or are being used within the boundaries of the City, nor shall any such request compel the City to continue to provide police support to the County when its police personnel or equipment, in the opinion of the Chief of Police or his designee, are needed for other duties within the boundaries of its own jurisdiction.

7. The responsibility for investigation and subsequent actions concerning any criminal offense shall remain with the police agency of the locality whose court has original jurisdiction over the offense. Entering police personnel shall promptly notify the police agency of the entered locality upon discovery of a crime over which the court of the entered locality has original jurisdiction.

8. Officers acting pursuant to this Agreement shall be granted authority to enforce the laws of the Commonwealth of Virginia and to perform the other duties of a law enforcement officer; such authority shall be in conformance with Virginia Code Section 15.2-1724 and Section 15.2-1726, as may be applicable.

9. All police officers, agents, and other employees of the parties to this Agreement who are acting pursuant to this Agreement shall have the same powers, rights, benefits, privileges, and immunities in each jurisdiction subscribing to this Agreement, including the authority to make arrests in each such jurisdiction subscribing to this Agreement.

10. The services performed and expenditures made under this Agreement shall be deemed to be for public and governmental purposes and all immunities from liability enjoyed by the local government within its boundaries shall extend to its participation in rendering assistance outside its boundaries. It is understood that for the purposes of this Agreement, the City is rendering aid once it has entered the jurisdictional boundaries of the County.

11. All pension, relief disability, worker's compensation, life and health insurance, and other benefits enjoyed by City employees shall extend to the services they perform under this Agreement. Each party agrees that provisions of these benefits shall remain the responsibility of the primary employing jurisdiction.

12. Each party agrees that, in activities involving the rendering of assistance to the County pursuant to this Agreement, each party shall (i) waive any and all claims against all other parties thereto which may arise out of their activities outside their respective jurisdictions; and (ii) indemnify and save harmless the other parties from all claims by third parties for property damage or personal injury which may arise out of the activities of the other parties outside their respective jurisdictions.

13. The County shall not be liable to the City for reimbursement for injuries to personnel or damage to equipment incurred when going to or returning from the County. Neither shall the parties be liable to each other

for any other costs associated with, or arising out of, the rendering of assistance pursuant to this Agreement.

14. This Agreement rescinds and supersedes all previous written agreements and oral understandings relating to the provision of mutual police services between these parties, and is effective from May 3, 2002 through May 6, 2002, or as needed to provide security for the public demonstration currently scheduled to take place in York County on May 4, 2002.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective city manager and county administrator, the official seal of each city and county affixed hereto and attested by their respective city and county clerks, and indicating thereafter the ordinance or resolution authorizing the execution.

ATTEST:

CITY OF NORFOLK

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager

Ordinance No. \_\_\_\_\_  
Adopted on \_\_\_\_\_

ATTEST:

COUNTY OF YORK

By: \_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
County Administrator

Ordinance No. \_\_\_\_\_  
Adopted on \_\_\_\_\_